

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: <u>1/30/2024</u>

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
JOSEFINA S., DEAJA D., CYNTHIA Q., SHANTELL S., and	:	
BIANCA M., on behalf of themselves and all others similarly	:	
situated,	:	
	:	1:17-CV-7661 (VEC)
Plaintiffs,	:	
	:	
-against-	:	
	:	
THE CITY OF NEW YORK,	:	
Defendant.	:	
	:	
.....	X	

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT
AND CERTIFYING SETTLEMENT CLASS**

VALERIE E. CAPRONI, United States District Judge:

This matter comes before the Court on the motion of Plaintiffs Josefin S., Deaja D., Cynthia Q., Shantell S., and Bianca M. (together, “Named Plaintiffs”), on behalf of themselves and putative Class Members, for final approval of the Stipulation of Settlement (“the Settlement Agreement”), dated January 29, 2024. Upon a Fairness Hearing held on January 18, 2024, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Definitions: For the purposes of this Order, the Court adopts by reference the definitions set forth in Paragraph 1 of the Settlement Agreement.
2. Certification of the Class: The Court finds that the provisionally-certified class meets the requirements set forth in Fed. R. Civ. P. 23(a) and 23(b)(2), and hereby:


- (a) Certifies under Fed. R. Civ. P. 23(b)(2), for purposes of the proposed Settlement only, a class consisting of: All parents with actual or suspected intellectual or developmental disabilities who have been or will be reported to the New York Statewide Central Register of Child Abuse and Maltreatment, and who have been or will be investigated by ACS pursuant to such report;
 - (b) For the purposes of the proposed Settlement, appoints Deaja D. and Shantell S. as the Class Representatives; and
 - (c) For the purposes of the proposed Settlement, appoints the New York Legal Assistance Group and Davis Polk & Wardwell, LLP as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g).
3. Notice: The Court finds that the distribution of notice to the Class *(i)* constituted the best practicable notice; *(ii)* constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the nature and terms of the proposed Settlement, the effect of the Settlement, Class Members' right to object to the proposed Settlement, and the right of Class Members who submitted objections to appear at the Fairness Hearing; *(iii)* was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and *(iv)* met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of this Court, and any other applicable law. The Parties filed with this Court adequate proof regarding the notice provided to Class Members to demonstrate that such notice was materially consistent with the Court's directives in the Preliminary Approval Order.

4. Settlement Approval: The Court approves the Settlement Agreement as fair, reasonable, and adequate, and finds that it is the result of intensive, arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case.
5. Attorneys' Fees and Costs Award: Pursuant to the parties' Stipulation of Settlement, Dkt. 174-1, the deadline for Plaintiffs' counsel to file a motion for attorneys' fees and costs is ninety days after the Effective Date, as defined in Paragraph 121 of the Stipulation of Settlement.
6. Jurisdiction: The Court has jurisdiction over the subject matter of the Action, the Named Plaintiffs, Class Members, and Defendants, and has jurisdiction to enter this Order. The Court expressly retains exclusive and continuing jurisdiction over the Settlement, the Settlement Agreement, the Settling Parties, Class Members, and anyone else who appeared before this Court for all matters relating to the Settlement Agreement, including the enforcement of this Order.
7. Dismissal of the Action: This Action is dismissed with prejudice according to the terms of the Settlement Agreement, except for purposes of adjudicating attorneys' fees and costs, as set forth in Paragraph 5.
8. Releases: The release of claims, as set forth in Paragraphs 118-120 of the Settlement Agreement, is expressly incorporated herein in all respects.

SO ORDERED.

The Clerk of Court is respectfully directed to close the case and terminate any open motions.

Dated: 1/30/2024
New York, New York



VALERIE E. CAPRONI
UNITED STATES DISTRICT COURT JUDGE